

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE	)	
	)	CHAPTER 13
STEPHEN C HEIM,	)	
Debtor	)	CASE NO.: 24-11897-AMC
~~~~~	)	
ALLY BANK LEASE TRUST - ASSIGNOR TO	)	
VEHICLE ASSET UNIVERSAL LEASING	)	
TRUST (A.K.A. "VAULT TRUST", OR	)	
"V.A.U.L. TRUST", OR "VAULT", OR	)	
"V.A.U.L.T."),	)	<b><u>HEARING DATE:</u></b>
	)	Tuesday, August 27, 2024
Movant	)	11:00 A.M.
vs.	)	
	)	
STEPHEN C HEIM, and	)	
DANIELLE M HEIM, Codebtor.	)	
	)	<b><u>LOCATION:</u></b>
Respondent(s)	)	900 Market Street, Suite 400
and	)	Courtroom No. 4
	)	Philadelphia, PA 19107
KENNETH E. WEST	)	
Trustee	)	

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND CODEBTOR STAY**

AND NOW, comes the above-captioned Movant, Ally Bank Lease Trust - Assignor to Vehicle Asset Universal Leasing Trust (a.k.a. "VAULT TRUST", or "V.A.U.L. Trust", or "VAULT", or "V.A.U.L.T."), by and through their attorney, Regina Cohen, who files this Motion based upon the following:

1. The Movant is a corporation having a principal place of business located at 1234 Main, Desoto, TX 75115.
2. The Respondent, Stephen C Heim is an individual with a mailing address at 3111 Windish Street, Philadelphia, PA 19152, who has filed a Petition on June 03, 2024 under Chapter 13 of the Bankruptcy Code.
3. On or about December 23, 2020, Debtor Stephen C Heim and Co-debtor Danielle M Heim entered into a Motor Vehicle Lease Agreement, involving a lease in the amount of \$14,854.56 for the use of a 2021 Jeep Cherokee Utility 4D 80th Special Edition 4WD 3.2L V6.

4. The vehicle secured by the Contract has V.I.N. 1C4PJMMX3MD111084.
5. Movant is the assignee of the Lease Agreement.
6. The lease obligation is in the amount of \$1,410.89, through July 25, 2024 though subject to change. This amount does not include the Purchase Option of \$22,406.80. Lease matured on June 22, 2024. The regular monthly payment is \$353.68.
7. The Lease Agreement was matured on June 22, 2024. The debtor did not return the vehicle to the Creditor upon maturity of the lease agreement.
8. The Property has a N.A.D.A. Value of \$24,825.00.
9. The vehicle is not necessary to an effective reorganization.
10. The Movant is the only lienholder of record with regard to the vehicle.
11. Failure to make adequate protection payments is cause for relief from the automatic stay and codebtor stay.
12. The Movant has incurred attorney's fees in the filing of this Motion.
13. The vehicle is a rapidly depreciating asset. Movant requests the waiver of Rule 4001(a)(3).

WHEREFORE, Movant prays for your Honorable Court to enter an Order permitting the Movant to proceed with the repossession proceedings of the aforementioned vehicle.

Respectfully submitted,  
Lavin, Cedrone, Graver, Boyd & DiSipio

/s/ Regina Cohen  
Regina Cohen  
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